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PATENT
5957-63700

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/696,600

Atty. Dkt. No: 5957-63700

Filed: October 29, 2003

Inventor: Hatalesky et al.

Title: Dynamic compression
of a video stream

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.

B. Noël Kivlin

Printed Name

Signature

Date

**TRANSMITTAL OF POWER OF ATTORNEY AND
NOTICE OF CHANGE OF ADDRESS**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Please find attached a Power of Attorney with regard to the above-identified patent application. Applicant respectfully requests the Commissioner to change the correspondence address for the above-identified patent application. The old correspondence address was:

PEARL COHEN ZEDEK, LLP
1500 BROADWAY 12TH FLOOR
NEW YORK, NY

The new correspondence address is:

B. Noël Kivlin
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, Texas 78767-0398
(512) 853-8840
Customer ID #35690

If there are any questions regarding this matter, please contact me at the telephone number provided below.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B. Noël Kivlin', with a long horizontal flourish extending to the right.

B. Noël Kivlin
Reg. No. 33,929
ATTORNEY FOR APPLICANTS

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
(512) 853-8800
Date: 7-27-06



POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Acoustic Technology, LLC. ("assignee"), a Delaware corporation having a place of business at 2215-B Renaissance Drive, Suite 5, Las Vegas, Nevada , 89119, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the following attorneys and/or agents in connection with the patent applications and patents identified in Appendix A, that are filed with the United States Patent and Trademark Office:

the practitioners at Customer Number 35690, and

Mark K. Brightwell	Reg. No. 47,446	Mario J. Lewin	Reg. No. 54,268
Kay A. Colapret	Reg. No. 52,759	Lawrence J. Merkel	Reg. No. 41,191
Stephen J. Curran	Reg. No. 50,664	Eric B. Meyertons	Reg. No. 34,876
Mark R. DeLuca	Reg. No. 44,649	Neal E. Persky	Reg. No. 53,452
Heather L. Flanagan	Reg. No. 54,101	Liza Philip	Reg. No. 51,352
Russell Henrichs	Reg. No. 50,354	David W. Quimby	Reg. No. 39,338
Erik A. Heter	Reg. No. 50,652	Rory D. Rankin	Reg. No. 47,884
Jeffrey C. Hood	Reg. No. 35,198	Gareth Sampson	Reg. No. 52,191
Rajiv Jauhari	Reg. No. 55,850	Chris Thompson	Reg. No. 43,188
B. Noël Kivlin	Reg. No. 33,929	Mark S. Williams	Reg. No. 50,658
Robert C. Kowert	Reg. No. 39,255		

each of said attorneys or agents being a member or an associate of the firm of Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., as its attorney or agent for so long as they remain with such firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to: B. Noël Kivlin
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, Texas 78767-0398
(512) 853-8800

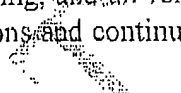
Assignee of Interest Acoustic Technology, LLC.
2215-B Renaissance Drive, Suite 5,
Las Vegas, Nevada , 89119

Dated: 29 MAR 2006

By: 

Title: AUTHORIZED PERSON

*Exhibit B***ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Optibase Ltd. having offices at 7 Shenkar Street, Herzeliya, Israel ("Optibase Israel") and Optibase Inc., a California Corporation with its principal place of business at 1250 Space Park Way, Mountain View, California, 94043, USA ("Optibase US" and, together with Optibase Israel), ("Assignor"), do hereby sell, assign, transfer and convey unto Acoustic Technology LLC, a Nevada limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "*Patent Rights*"): 

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
5,506,932	USA	April 9, 1996	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO. HOLMES; DANIEL J. (MARLBORO, MA); MOLNAR; JOHN W. (CHELMSFORD, MA); TARR; MORTON H. (BOLTON, MA)
5,748,842	USA	May 5, 1998	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO. HOLMES; DANIEL J. (MARLBORO, MA); MOLNAR; JOHN W. (CHELMSFORD, MA); TARR; MORTON H. (BOLTON, MA)
5,488,695	USA	January 30, 1996	VIDEO PERIPHERAL BOARD IN EXPANSION SLOT INDEPENDENTLY EXERCISING AS BUS MASTER CONTROL OVER SYSTEM BUS IN ORDER TO RELIEF CONTROL OF HOST COMPUTER. CUTTER; DANIEL F. (BOXBORO, MA)
6,006,020	USA	December 21, 1999	VIDEO PERIPHERAL CIRCUITRY EXERCISING BUS MASTER CONTROL OVER A BUS OF A HOST COMPUTER. CUTTER; DANIEL F. (BOXBORO, MA)
5,471,577	USA	November 28, 1995	DISPLAYING A SUBSAMPLED VIDEO IMAGE ON A COMPUTER DISPLAY. LIGHTBODY; TIMOTHY R. (NORTHBORO, MA); CUTTER; DANIEL F. (BOXBORO, MA); NOWOKUNSKI; BRIAN M. (LEOMINSTER, MA)
5,706,451	USA	January 6, 1998	DISPLAYING A SUBSAMPLED VIDEO

			IMAGE ON A COMPUTER DISPLAY. LIGHTBODY; TIMOTHY R. (NORTHBORO, MA); CUTTER; DANIEL F. (BOXBORO, MA); NOWOLINSKI; BRIAN M. (LEOMINSTER, MA)
5,909,250	USA	June 1, 1999	ADAPTIVE VIDEO COMPRESSION USING VARIABLE QUANTIZATION. HARDI- MAN; JAMES M. (MENDON, MA)
5,926,223	USA	July 20, 1999	ADAPTIVE VIDEO DECOMPRESSION. HARDIMAN; JAMES M. (MENDON, MA)
6,049,769	USA	April 11, 2000	SYNCHRONIZING DIGITAL AUDIO TO DIGITAL VIDEO. HOLMES; DANIEL J. (MARLBORO, MA); MOLNAR; JOHN W. (CHILMSFORD, MA); TARR; MORTON R. (BOLTON, MA)
6,072,836	USA	June 6, 2000	ADAPTIVE VIDEO COMPRESSION AND DECOMPRESSION. HARDIMAN; JAMES M. (MENDON, MA)
6,141,709	USA	October 31, 2000	PERIPHERAL CIRCUITRY FOR PROVID- ING VIDEO I/O CAPABILITIES TO A GENERAL PURPOSE HOST COMPUTER. CUTTER; DANIEL F. (BOXBORO, MA)
6,351,765	USA	February 26, 2002	NONLINEAR VIDEO EDITING SYSTEM. PIETROPACIO; SUZANNE MARIE (CAR- LISLE, MA); DIBELLO; PHILLIP T. (BIL- LERICA, MA); SCOTTO, JR.; ANTHONY M. (ACTON, MA)
6,243,143	USA	June 5, 2001	EFFECTING VIDEO TRANSITIONS BE- TWEEN VIDEO STREAMS. HATALSKY; JEFFREY F. (FRAMINGHAM, MA); FI- ERKE; JOHN R. (HOPKINTON, MA)
6,362,854	USA	March 26, 2002	EFFECTING VIDEO TRANSITIONS BE- TWEEN VIDEO STREAMS WITH A BOR- DER. FIERKE; JOHN R. (HOPKINTON, MA); HOUSEKEEPER; MARSHALL RICH- ARD (UPTON, MA); HINCHEY; KEVIN (NORTHBOROUGH, MA)
6,392,713 B1	USA	May 21, 2002	DIGITAL PROCESSING AMPLIFIER. ACKER; DAVID EDWIN (NEWTON, MA)
6,473,132	USA	October 29, 2002	METHOD AND APPARATUS FOR EF- FECTING VIDEO TRANSITIONS. FOSS; BRUCE ALLAN (WORCESTER, MA)
6,542,692	USA	April 1, 2003	NONLINEAR VIDEO EDITOR. HOUSEKEEPER; MARSHALL RICHARD (UPTON, MA)

6,577,776	USA	June 10, 2003	TRANSFORMING VIDEO IMAGES. HATAISKY, JEFFREY F. (FRAMINGHAM, MA)
Pending - 20050094967	USA	May 5, 2005	DYNAMIC COMPRESSION OF A VIDEO STREAM. HATAISKY, JEFFREY F.; (FRAMINGHAM, MA); MANICKAVASAGAM, SENTHILKUMAR; (RANDOLPH, MA); FIERKE, JOHN R.; (HOPKINTON, MA)
Pending - 20040141721	USA	July 22, 2004	APPARATUS AND METHOD FOR CREATING EFFECTS IN VIDEO. HATAISKY, JEFFREY F.; (FRAMINGHAM, MA)
Pending - 20030156821	USA	August 21, 2003	VIDEO AND AUDIO PROCESSING CONTROL. MANICKAVASAGAM, SENTHILKUMAR; (RANDOLPH, MA); WILKINSON, DENNIS J. II; (EAST FREETOWN, MA)

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, and (ii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all reasonable things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____

on _____

ASSIGNOR

10/6/05

By:

U. Breuer S.F. Wyler

Name:

Uzi Breuer

Tom Wyler

Title:

CEO

Chairman

(Signature MUST be notarized)

OPTIBASE LTD.